

*NON-COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT*

*KNOW ALL MEN BY THESE PRESENTS: That the United States of America acting by and through the State of Michigan, State Agency for Surplus Property (Hereinafter called the Donor) pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) , as amended, for and in consideration of and in reliance upon the representations of \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter called the Donee) that the property hereinafter described is required in the furtherance of the Donee's program and that such property will be used solely in connection with such programs and more specifically for all the following purpose (s):*

*in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated \_\_\_\_\_ as amended \_\_\_\_\_, which Expression of Interest is hereby incorporated herein and made a part thereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all rights, title, and interest in and to the following described noncombat-type aircraft, aircraft engines, and propellers,*

*together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been determined to have a fair market value of \$ \_\_\_\_\_, unto the Donee to have and to hold the Property, all singular forever, this donation being made on an "as is, where is" basis without warranty of any kind, and delivery made at the present location of the Property regardless of where the same may be situated or the condition thereof;*

*SUBJECT, HOWEVER, to the following conditions:*

- 1. The Donee agrees to apply to the Federal Aviation Administration (FAA) for registration of the Property which is intended for flight purposes within 30 days of the receipt of a fully executed copy of this instrument. The Donee's application for registration shall include a fully executed copy of this instrument.*
- 2. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof, and used same purpose for a 12-month period thereafter.*
- 3. In the event the Donee does not apply to the Federal Aviation Administration for registration of the Property which is intended for flight operations (or other uses unless registration is waved by the donor) or in the event the aircraft Property is not placed in use within 12 months of the receipt, and used for a 12 month period thereafter, the Donee, within 30 days after the Property has ceased to be used, provide notice thereof, in writing to the Donor, and at the Donee's expense, return such Property to the Donor or otherwise make the Property available for transfer, provided the property is still usable as determined by the Donor, or otherwise dispose of the Property as the Donor may direct.*
- 4. In the event the Property is not so used or handled as required by (1), (2), and (3), above, title and right to the possession of the Property shall at the option of the Donor revert to the United States of America. Upon demand the Donee shall, as directed by Donor, or its designee, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States of America.*

5. *There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (2) above. This period will expire after the Property has been used for the purpose state for a period of 48 months*
6. *During the period of restriction prescribed in (5), above the Property shall be used only for the purpose stated.*
7. *During the periods of restriction prescribed in (2) and (5) above the Donee shall make reports to the Donor on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time.*
8. *At the expiration of the period of restriction prescribed in (5), above, a release document shall be executed by Donor and be forwarded to the Donee.*
9. *During the period of restriction prescribed in (2) and (5) above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the States, without the prior written approval of Donor under (2) and (5), above. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the Property during the period of restriction set forth in (2) above, when such action is authorized by Donor, shall be for the benefit and account of the United States of America or for the benefit and account of the State of \_\_\_\_\_ during the period of restriction set forth in (5) above.*
10. *In the event, during the period of restriction prescribed in (2) and (5), above, the Property is sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of without prior written approval, the Donee, at the option of Doner, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of unauthorized transaction or use, as determined by the Donor.*
11. *If at any time, from the date of the Donee receives the Property through the periods of restriction prescribed in (2) and (5), above, the Property is no longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the Donor and shall as directed by Donor:*
  - a) *Release the Property to another donee or State agency;*
  - b) *Release the Property to a department or agency of the United States;*
  - c) *Release the Property to such other institution or agency as may be determined to have need therefor;*
  - d) *Sell the Property with the proceeds remitted promptly from the Donee to Donor;*
  - e) *Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to the Donor and the material content to be disposed of in accordance with instructions of Donor; or*
  - f) *Otherwise dispose of the Property as directed by Donor.*

12. *At the option of Donor, the Donee may obtain abrogation of the terms and conditions set forth in (5) through (10), above, by payment of an amount determined by the Donor.*
13. *The Donor may waive any or may terminate all of the terms and conditions set forth in (5) through (10), above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined to be appropriate.*

*IN WITNESS WHEREOF, the Donor and Donee have duly executed this instrument this*

*\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.*

*United States of America, Acting by  
and through the \_\_\_\_\_ State Agency  
for Surplus Property*

*By \_\_\_\_\_  
Title \_\_\_\_\_r*

*DONEE:*

*By \_\_\_\_\_  
Title \_\_\_\_\_  
Institution or Organization  
\_\_\_\_\_*

*CITY of \_\_\_\_\_)  
COUNTY of \_\_\_\_\_)  
STATE of \_\_\_\_\_)*

*On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the \_\_\_\_\_ State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the State of Michigan .*

*Given under my hand and official seal the day and year above written.*

*Notary Public in and for the  
CITY of \_\_\_\_\_  
COUNTY of \_\_\_\_\_  
STATE of \_\_\_\_\_*

*(Seal)*

*My Commission Expires: \_\_\_\_\_*

*DONEE PLEASE COMPLETE*

*CITY of \_\_\_\_\_)  
COUNTY of \_\_\_\_\_)  
STATE of \_\_\_\_\_)*

*On this \_\_\_\_\_ day \_\_\_\_\_ of 20 \_\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, says that he is the person who executed the foregoing instrument on behalf of said \_\_\_\_\_ and acknowledge to me that he was duly authorized to execute the foregoing instrument and that he executed the same as a free act and deed of said .*

*Given under my hand and official seal the day and year above written.*

*Notary Public in and for the  
CITY of \_\_\_\_\_  
COUNTY of \_\_\_\_\_  
STATE of \_\_\_\_\_*

*(Seal)*

*My Commission Expires: \_\_\_\_\_*

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Exhibit - F